

Exhibit A
2014-2015 OPERATING PLAN
for
GUIDED INTERPRETIVE OVERSNOW VEHICLE TOURS AND SKIERS CAMP
in
YELLOWSTONE NATIONAL PARK

Contents

1) INTRODUCTION.....	1
2) MANAGEMENT	1
A) Concessioner.....	1
B) National Park Service	1
3) GENERAL PROVISIONS.....	1
A) Winter Season	1
B) Transportation Event Entrance Allocations.....	2
C) Underused Transportation Events	2
D) Winter Use	3
E) Grand Teton National Park and the John D. Rockefeller, Jr. Memorial Parkway.....	4
F) Yellowstone National Park Authorized Areas of Operation	4
4) ADMINISTRATIVE REQUIREMENTS	5
A) Possession of Firearms	5
B) Rates.....	5
C) Reports / Reporting Requirements	6
D) Acknowledgement of Risk Form	6
E) Advertising	6
F) Staffing and Employment.....	7
G) Interpretive Services.....	7
H) Service Monitoring	7
I) Complaints.....	7
J) Contract Compliance	7
K) Entrance Fees – Pre-Authorized Debit Program / Voucher System	8
L) Risk Management	8
M) Sanitation and Food Service	9
N) Overnight Accommodations.....	11
P) Resource Protection.....	12
Q) Use of National Park Service Authorized Concessioner Mark (Mark)	12

5) SNOWCOACHES	13
6) SNOWMOBILES	15
7) SUBCONCESSIONERS	17

ATTACHMENTS to Exhibit B - Operating Plan

Attachment A - OSV Monthly Use Report

Attachment B - Nationally Approved Snowmobile Hand Signals

Attachment C - Flagg Ranch Snowmobile and Snowcoach Parking Map

Attachment D - Early Entry or Late Exit Form

Attachment E - Guide List Information

Attachment F - Sample Visitor Acknowledgement of Risk Form

1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Yellowstone National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

The Concessioner is authorized by a Concession Contract with the Service to provide guided, interpretive oversnow vehicle (OSV) tours within the Area, and to provide rustic accommodation (lodging and meals) at a skiers camp near Canyon Village. This Operating Plan also explains certain operations permitted within the John D. Rockefeller, Jr., Memorial Parkway.

This Operating Plan will serve as a supplement (Exhibit A) to the Concession Contract CC-YELL500-14 between «**Business**» (herein referred to as the "Concessioner") and the Service.

2) MANAGEMENT

A) Concessioner

- (1) The Concessioner will employ a manager responsible for carrying out the policies and directives of the Service as well as those of the Concessioner's operation. This individual will be the primary contact to act as liaison with the Service in all administrative and operational matters. The manager's name, address, telephone number and e-mail address will be submitted to the Concessions Management Division by December 1 each year throughout the term of the contract.
- (2) The Concessioner will employ a staff with the expertise to operate all services required and authorized by this Contract.

B) National Park Service

- (1) The Superintendent manages the total park operations, and carries out the policies and directives of the Service, including the management of Concession Contracts. The Area's Chief, Concessions Management Division, has responsibility for approving rates and services, evaluating operations, and generally administering the Contract. The Chief will act as the liaison between the Concessioner and the Service.
- (2) Rangers in the Area, as well as Rangers from Grand Teton National Park and the John D. Rockefeller, Jr., Memorial Parkway, will provide direct lines of communication to the Concessioner on matters related to law enforcement, search and rescue, emergency medical services, and resource protection in their respective park area.

3) GENERAL PROVISIONS

A) Winter Season

During the winter use visitor season, Area roads open to oversnow vehicle traffic are closed to all commercial traffic between 9:00 p.m. and 7:00 a.m. except pursuant to a special use permit issued by the Superintendent or his/her representative. The Service will consider requests to operate between 9:00 p.m. and 7:00 a.m. (generally for emergencies and special events, etc.) on a case by case basis. Late exits are generally discouraged because of grooming operations and safety. All requests, other than emergencies, must have approval from the Concessions Management Division

at least 24 hours in advance. The Concessioner must seek such approval either by faxing (fax: 307-344-2279) or e-mailing (yell_concessions@nps.gov) the required approval form to the Concessions Management Division. (Refer to Attachment D – *Early Entry or Late Exit Request Form*) The Concessioner must have a signed approval document from the NPS Concessions Management Division in its possession prior to any entry into the Area. Advance requests can and should be made at the earliest date possible.

The Service may require the Concessioner to delay or cancel trips into the Area if the Service determines that park roads are unsafe or unsuitable for access by OSV. The Service may close or restrict travel on roads with little or no advance warning when unsafe conditions exist. If there is not adequate snowpack, some Area roads may not be open to OSVs at times during the winter recreational use season. There will be a designated phone number, (307) 344-2117, managed by the Service for concessioners to call regarding road conditions and emergency opening and closings. The concessioner will obey any and all closures and only resume operations when it is cleared by the Service. Another concessioner or contractor must not be considered a reliable source regarding the status of road openings or closures.

Opening and closing dates for Area roads open to oversnow vehicle traffic are set annually. Currently most roads open on December 15 and close the following March 15. There are exceptions. Currently the road between the East Entrance and Fishing Bridge over Sylvan Pass opens on December 22 and closes on March 1. Also, some Area roads currently close in March before the 15th. Examples are Mammoth to Norris Junction and Norris Junction to Canyon and Norris Junction to Madison Junction. The Service will determine the specific opening and closing dates considering weather and snow conditions. The Concessioner should contact the Area at (307) 344-2117 for updated road conditions and spring plowing schedules.

According to industry standards (The American Conference of Government Industrial Hygienists), in order to provide for the safety of employees during severe weather, all non-essential field work by government employees, government volunteers, Service-permitted researchers, and government procurement contractors will cease when temperatures reach or fall below -20 degrees Fahrenheit. This includes activities such as: administrative travel, such as to meetings or training; avalanche control procedures; interpretive programs and roving interpretation; resource monitoring; research fieldwork; etc. Concessioners must be aware that there will be reduced Service presence during these times and response to an emergency may be limited and/or hampered.

B) Transportation Event Entrance Allocations

CC-YELL500-14 GUIDED INTERPRETIVE OVERSNOW VEHICLE TOURS AND SKIERS CAMP CONTRACT and TRANSPORTATION EVENT ENTRANCE ALLOCATION

Contract	Total Daily Transportation Events	Maximum Daily Snowmobile Events (part of Total)
West Entrance		
CC-YELL500-14	5	1

The Service will assign other commercial OSV transportation events to: 23 oversnow transportation concession contracts, Xanterra Parks & Resorts. It also will assign OSV transportation events to non-commercial guides.

C) Underused Transportation Events

The Service may take consistently underused allocated transportation events from the Concessioner based on a seasonal or multi-seasonal average use. These transportation events would revert back to the Service and may be allocated to other concessioners within the same entrance.

D) Winter Use

Operators are responsible for reading and understanding the current winter use rules for Yellowstone National Park. The 2013 Yellowstone National Park Winter Use Final is available for download from the Area's website as a 348 KB PDF. (www.nps.gov/yell/parkmgmt/upload/Final_Rule_Yellowstone_National_Park_Winter_Use_-10-23-2013.pdf)

Other special regulations may be found in Title 36, Code of Federal Regulations § 7.13. The Service's financial analysis included OSV transportation event allocations permitted by those regulations, as shown in the table above.

- (1) The 2013 Yellowstone National Park Winter Use Final Rule provides regulations and policy for Winter Use in Yellowstone National Park. This rule replaces the former concept of a fixed number of vehicles allowed in the Area each day with an allowable number of transportation events.
- (2) Managing OSV use by transportation events gives snowcoach and snowmobile commercial tour operators greater flexibility, allows for higher numbers of visitors, and is designed to make the Area cleaner and quieter. This concept will be in effect for the 2014-15 winter season.
- (3) The Service allows up to 110 total OSV transportation events each day, but no more than 50 transportation events each day may be comprised of snowmobiles.
- (4) Service requirements include the following
 - (a) OSV use will continue to be 100% guided.
 - (b) The Concessioner is required to provide OSV transportation events.
 - Refer to Yellowstone National Park Winter Use Final Rule (36 C.F.R. §7.13(l)).
 - Incentives based upon voluntary enhanced emission standards will allow the size of a transportation event to increase from one to two snowcoaches per event, not to exceed a seasonal average of 1.5 snowcoaches per transportation event, and from a seasonal average of 7 to 8 snowmobiles per transportation event.
 - Implementation of sound and air emission standards begin in the 2016-2017 winter season for existing snowcoaches and apply to all new snowcoaches brought into service starting in the 2014-2015 winter season. Existing snowcoaches are snowcoaches presently operating in the Area with existing concession contracts.
 - Implementation of sound and air emission requirements for existing snowmobiles will remain in effect until new lower maximum allowable sound and carbon monoxide (CO) emissions requirements for the 2015-2016 winter season take effect. Existing snowmobiles are snowmobiles currently certified to meet Area BAT standards for sound and emission standards. A list of these snowmobiles is at: www.nps.gov/parkmgmt/current_batlist.htm.
 - (c) Private snowmobiles:
 - The Concessioner may, but is not required, to allow a visitor to use a personal 4-stroke snowmobile in the Area or a rental 4-stroke snowmobile, if the snowmobile is on the most current list of "Snowmobiles Meeting Yellowstone Park's Best Available Technology Requirements." Such a visitor must travel with a Concessioner's guide and will count against that Concessioner's daily allocation.
 - The Concessioner may not charge the visitor a snowmobile rental fee, but may charge for guide service.
 - Before accepting such a visitor into a group, the Concessioner must receive from the visitor proof of ownership (snowmobile registration or certificate of title), or a valid rental agreement and proof of comprehensive liability insurance. Insurance limits must be equal to or greater than the limits required by the contract, or the visitor's snowmobile must be covered by the Concessioner's insurance.

- (d) The Concessioner is allocated a maximum number of transportation events they may have in the Area any given day. For example, an OSV may enter the Area on one day, spend the night within or outside the Area, and tour the Area the following day. Each day counts against the Concessioner's daily allocation at the original entrance.
- (e) OSVs may re-enter the Area on the same day and the re-entry does not count against the Concessioner's allocation. For example, a guide and group may exit the Area for lunch or to visit a community and re-enter the Area the same day.
- (f) OSV custom and chartered tours are allowed. As long as these tours originate from the Area entrance allowed in this operating plan, the tour may pick up visitors from other Area entrances, and continue throughout the Area. Tours may be for one or more days, but still count against the concessioner's daily allocations at the originating entrance each day.
- (g) The Concessioner must provide a Skiers Camp that may include a variety of services (e.g., cross-country skiing, snowshoeing, and photography) to the visitor.
- (h) Additions or changes to the fleet must have written approval by the Service.
- (i) Commercial Tour operators may cooperatively exchange allocations of snowmobile and snowcoach transportation events within an entrance. Sharing transportation events must not result in an overall increase in the authorized number of OSV transportation events operating in the Area. Commercial tour operators must notify the Concessions Management Office when transportation events are exchanged. The operator must list this information on a voucher and carry that voucher while in the Area. All allocations used from another concessioner must be reported in the designated columns of the Concessioner's Monthly Use Report to the Concessions Management Division (Refer to Attachment A – OSV Monthly Use Report).
- (j) Concessioners may reimburse one another for a reasonable "referral" or "reservation" fee when using one another's OSV allocation. That fee received must be included in the Concessioner's gross receipts on the Annual Financial Report.
- (k) Once inside the Area, different concessioners may exchange snowmobile passengers as long as the group size does not exceed the limit of 10 snowmobiles, including the guide.

E) Grand Teton National Park and the John D. Rockefeller, Jr. Memorial Parkway

- (1) The Concessioner is authorized to provide OSV service from Flagg Ranch in the John D. Rockefeller, Jr. Memorial Parkway north to Yellowstone National Park's south boundary.
- (2) The Concessioner is authorized to provide wheeled-vehicle service for transporting clients and OSVs within Grand Teton National Park to designated parking and staging areas in the John D. Rockefeller, Jr. Memorial Parkway.
- (3) The Contract does not provide authority for any other commercial services within Grand Teton National Park or the John D. Rockefeller, Jr. Memorial Parkway.
- (4) The same requirements for operating in the Area apply to operating through John D. Rockefeller, Jr. Memorial Parkway.

F) Yellowstone National Park Authorized Areas of Operation

The following routes are designated for OSV use for the winter of 2014-2015. These routes, or portions thereof, may be opened or closed for OSV travel after taking into consideration the location of wintering wildlife, adequate snowpack, public safety, and other factors. Unless otherwise stated, the hours of operation are from 7:00 a.m. to 9:00 p.m. daily.

- (1) Grand Loop Road, from its junction with Upper Terrace Drive to Norris Junction
- (2) Grand Loop Road, from Norris Junction to Canyon Junction
- (3) Grand Loop Road, from Norris Junction to Madison Junction
- (4) West Entrance Road, from the park boundary at West Yellowstone to Madison Junction
- (5) Grand Loop Road, from Madison Junction to West Thumb
- (6) South Entrance Road, from the South Entrance to West Thumb. On the John D. Rockefeller, Jr. Memorial Parkway, OSV use between Flagg Ranch and the South Entrance will be governed by rules for use in Yellowstone.
- (7) Grand Loop Road, from West Thumb to its junction with the East Entrance Road
- (8) East Entrance Road, from the East Entrance to its junction with the Grand Loop Road
- (9) Grand Loop Road, from its junction with the East Entrance Road to Canyon Junction
- (10) South Canyon Rim Drive

- (11) Lake Butte Road
- (12) Firehole Canyon Drive; snowmobiles and long-tracked snowcoaches (Bombardiers and Snowbusters) – 9:00 AM to noon, southbound (uphill) only, snowcoaches – 1:00 PM to 6:00 PM, northbound (downhill) only
- (13) North Canyon Rim Drive
- (14) Riverside Drive; Snowcoaches – (all day), snowmobiles – noon to 9:00 PM. Eastbound traffic only 7:00 AM to noon, Westbound traffic only noon to 9:00
- (15) Grand Loop Road from its junction with Mammoth Terrace Drive to its junction with the North Entrance Road (rubber-tracked snowcoaches only)
- (16) Roads in the developed area of Mammoth Hot Springs (rubber-tracked snowcoaches only)
- (17) Grand Loop Road, from Canyon Junction to the Washburn Hot Springs overlook – snowcoaches only.
- (18) Roads in the developed areas of Madison Junction, Old Faithful, Grant Village, West Thumb, Lake, East Entrance, Fishing Bridge, Canyon, Indian Creek, and Norris.
- (19) The Service closes the Fountain Flat (Freight) Road to OSV, except for cross-country ski grooming operations. This will close to all use on March 10, as part of the Firehole Bear Management seasonal closure.
- (20) The upper viewing platform at Artist Point is closed to all visitors.

4) ADMINISTRATIVE REQUIREMENTS

A) Possession of Firearms

- (1) The Concessioner is responsible for determining how it will interpret and implement State firearm possession laws in regard to its visitors. The Concessioner should consult the applicable state attorney general's office with regard to relevant state firearms laws.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement this law in regard to its operation for review and approval within sixty (60) days of the execution of the Contract. The policy should also include a plan for management of public firearm possession in regard to concession activities. The Concessioner must provide any subsequent changes to its policy prior to implementation.
- (3) Concessioner employees must not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.

B) Rates

- (1) The Concessioner must submit written rate requests at least 45 days prior to the anticipated implementation date. The Service will process requests for rate changes as expeditiously as possible based on applicable guidelines. Rate requests must include the following:
 - (a) Type of Service
 - (b) Type of Equipment
 - (c) Length of Tour / Tour Itineraries
 - (d) What the rate includes (meals, lodging, entrance fees, clothing, etc.)
 - (e) Additional information allowing the Service to understand the services provided.
- (2) The Service will review the rate request to ensure that the Concessioner's rates and charges to the public are reasonable and justified. For the 2014-15 operating season, the Service will use competitive market declaration for all services and facilities as the rate approval method. Reference the NPS Rate Administration Guide (2010). All rates charged to visitors must not exceed those approved by the Superintendent and will be verified against the specific service, quality, price or other criteria.
- (3) The Concessioner will provide rates for providing guided interpretive oversnow vehicle tours and skiers camp.
- (4) Authorized Rates must be easily available for visitor review whether on a website or hard copy advertising.
- (5) Receipts for services provided must be given when requested.

- (6) The Concessioner will provide government employees on official business (as designated by the Superintendent) reduced rates for transportation. Government employees will not displace the Concessioner's clients.

C) Reports / Reporting Requirements

- (1) The Concessioner must submit a Monthly Use Report to summarize daily visitor use information. The Concessioner must transmit the report so that the Concessions Management Division receives it no later than the 4th day of the month following operations. The Concessioner must transmit monthly use reports electronically. (Refer to Attachment A - *OSV Monthly Use Report*). The Monthly Use Report must include the daily visitor use information of its Subconcessioner(s), if applicable.
- (2) Prior to December 15 of each operating year, the Concessioner must provide a list and description (make & model) of its over-snow vehicles, wheeled vehicles, tow vehicles and trailers with vehicle registration (VIN) numbers and license plate numbers to the Concessions Management Division in Yellowstone National Park. The Concessioner must include the BAT, New BAT and E-BAT information about each OSV. The Concessioner must submit a similar list and description for vehicles operated by its Subconcessioner, if applicable.
- (3) The Concessioner must submit a list of guides and the expiration dates of their First Aid and CPR certifications at least 10 days prior to the guide's first trip. The list must be on Attachment E – *Guide List Information*, and include the Concessioner's contract number. **Both certifications must be current and valid in order for a guide to lead a trip.** There is no grace period for guides with an expired First-Aid or CPR certification. The Concessioner must update the list as appropriate throughout the operating season. The Concessions Management Division then will forward guide cards to the Concessioner. Guide cards, First-Aid, and CPR cards should be in the guide's possession while operating in Yellowstone National Park. The Concessioner must submit a similar list and expiration dates of First Aid and CPR certifications for guides of its Subconcessioner, if applicable.
- (4) The Concessioner must report the following immediately to the Communication Center (In Yellowstone National Park (307) 344-2640; in Grand Teton National Park (307) 739-3301 or 911 in case of an emergency) and within one week after the incident to the Concessions Management Division (307) 344-2271:
 - (a) Fatalities
 - (b) Employee or visitor injuries regardless of the extent of the injury
 - (c) All motor vehicle accidents regardless of the amount or extent of damage
 - (d) All incidents adversely affecting the Area's resources
 - (e) Any known or suspected violation of the law
- (5) Guides are encouraged to report poor road or weather conditions.
- (6) The Concessioner must provide information on all human illnesses (employees or guests) immediately to the Concessions Management Division at (307) 344-2271. The U.S. Public Health Service will evaluate this information to determine whether outbreaks could be associated with contaminated water, food, or other adverse environmental conditions.

D) Acknowledgement of Risk Form

The Concessioner may require clients to sign an acknowledgment of risk form. The Concessioner must submit its proposed acknowledgment of risk form to the Concessions Management Division for approval. The Concessioner must not use the form until after the Service has approved it. The form is an acknowledgment of the inherent risks associated with this activity, not a waiver of liability. If used, this form should conform to *Attachment F - Sample Visitor Acknowledgement of Risk Form*. This same form should be used by a Subconcessioner, if applicable.

E) Advertising

The Concessioner must submit all promotional material for services supplied in the Area prior to publication, distribution, or broadcast to the Concessions Management Division at least 14 days prior to the proposed use of such material. The Concessioner must not use such information until after the Service has provided written approval of it. All advertisements must include a statement that the Concessioner is authorized by the National Park Service to serve the public in the Area.

F) Staffing and Employment

- (1) The Concessioner must hire a sufficient number of employees to ensure satisfactory services.
- (2) All employees dealing with the general public must wear a visible name tag or have the company name embroidered on outerwear identifying the Concessioner.
- (3) The Concessioner must train its employees so they are sufficiently familiar with equipment and conditions to ensure a safe and enjoyable trip for park visitors.
- (4) Employees of the Concessioner must provide friendly, helpful service and be capable and willing to answer questions and provide visitor assistance. Employees must demonstrate a friendly, helpful attitude toward their clients, other visitors, other concessioners' employees, and Service employees.
- (5) Without the prior written approval of the Superintendent, the Concessioner must not employ the spouse or children of the following: Area Superintendent, Assistant/Deputy Superintendent, Chief of Concessions Management, and Concessions Management staff.
- (6) National Park Service policy prohibits employees of the NPS and their spouses and minor children from acquiring or retaining any authorization conducting commercial services in a Park area.
- (7) The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public, including employee orientation for all new employees and informing employees of Service regulations and requirements that affect their employment and activities while working in the Area. Prior to guiding clients, a trainee must accompany an experienced guide into the Area on at least three commercial trips within the Area.

G) Interpretive Services

- (1) The Concessioner must provide interpretive skills training for all employees, who provide interpretive, informational, and safety orientation information and/or services to visitors. The Concessioner must work closely with the Service's interpretive staff to prepare and present effective interpretive information. The Service will monitor the quality of the Concessioner's interpretive services to ensure appropriateness and accuracy through the Service's evaluation program.
- (2) The Concessioner must ensure that its employees convey their knowledge of the Area's resources (geology, ecology, wildlife, etc.) and history using appropriate interpretive techniques.
- (3) The Concessioner must provide a wide array of methods for conveying interpretive messages to visitors on Area-related themes and topics such as resource protection, appreciation of Area values, and Service goals.

H) Service Monitoring

- (1) The Service will evaluate the Concessioner's (and any Subconcessioner's) operations and equipment on an annual basis to ensure public health, safety, and satisfactory operations. The Service also will monitor the Concessioner annually on compliance with the requirements of the Contract, including provisions aimed at protecting resources, obtaining insurance, reporting requirements, and timely fee payments.
- (2) The Service monitoring activities will consider the impact of monitoring on winter guests; thus, such monitoring generally will occur near warming huts or facilities where guests can get shelter from inclement weather.
- (3) The Concessioner must be responsive to dates assigned by the Service for correction of deficiencies.

I) Complaints

The Service will send complaints regarding the Concessioner's (or its Subconcessioner(s)) services to the Concessioner for investigation and response in a timely manner. The Concessioner must provide a copy of its response to the Concessions Management Division. The Service will forward a copy of its response to the Concessioner.

J) Contract Compliance

- (1) The Concessioner, its employees, and its Subconcessioner(s) must comply with all applicable laws, regulations and with the terms and conditions of the Contract and this Operating Plan.
- (2) Failure to provide the required services during one operating season may result in termination of the Contract.

- (3) Serious or repeated violations or noncompliance with the terms of the Contract or this Plan may result in termination of the Contract.
- (4) Failure to submit required documentation in a timely manner will result in an unsatisfactory rating and may result in termination of the Contract.

K) Entrance Fees – Pre-Authorized Debit Program / Voucher System

The Concessioners pay entrance fees for guided OSV tours through the Pre-Authorized Debit (PAD) program. The Concessioner must enter into a Memorandum of Understanding with the Area to establish an agreement regarding the collection of entrance fees on behalf of visitors. The Service will record OSV tour entry fees at the entrance station, by individual Concessioner, utilizing a 3-copy entrance voucher to track the fees. A Service employee will distribute a supply of blank vouchers, along with instructions, to each Concessioner prior to the operating season. The OSV guide must submit a completed voucher at the point of entry. The Concessioner should retain one copy; the guide will turn in one copy at the entrance and keep one copy during the trip.

If the Concessioner or the Service needs to make changes to a voucher total, they must notify the other party within 24 hours (e.g. Service staff will contact Concessioner or Concessioner will contact Service staff at entrance station).

Collected fees will generally be debited within 14 days of voucher being submitted. Once the debit has been transacted, no refunds will be issued. Therefore it is imperative that vouchers are completed correctly and updates recorded within 24 hours. This is subject to change. The Concessioner is responsible for paying entrance fees on behalf of its Subconcessioner(s), if applicable.

- (1) OSV passengers must pay the entrance fee for entrance to the Area.
- (2) Guides must present Annual or Lifetime passes for inspection at the entrance station. The Service may periodically check the pass holder's identification. Refer to the Area's website for pass guidelines.
- (3) If clients would like to re-enter the Area at any entrance, they must present a receipt (from the Concessioner) that identifies what type of entrance fee they have paid.

L) Risk Management

- (1) In order to provide for the safety of employees during severe weather, all non-essential field work by government employees, government volunteers, Service-permitted researchers and government procurement contractors will cease when temperatures reach or fall below -20 degrees Fahrenheit. Drivers and guides must ensure that no one is exposed to an inherent or perceived risk based on extreme temperatures or weather.
- (2) The Concessioner must develop and maintain a Risk Management Plan. The Concessioner must make an initial submittal and request acceptance of its plan to the Service within 60 days after the Contract effective date, and will send revisions by November 30 of each following year thereafter. The program will include, at a minimum, the following components:
 - (a) Administration
 - (b) Inspections
 - (c) Deficiency Classifications
 - (d) Accident Reporting
 - (e) Public Safety Awareness
 - (f) Training
 - (g) Emergency Procedures
- (3) Drivers and all passengers must use seat belts in wheeled and tracked vehicles at all times, if such vehicles were originally equipped by the manufacturer with a seat belt.
- (4) Drivers and guides must ensure that no one is exposed to an inherent or perceived risk based on actions taken by them, a guest, or another company. It is the responsibility of the concessioner, its employees, and Subconcessioner(s), if applicable, to ensure that no one is putting guests or anyone else at risk of injury or causing damage or harm to Area resources. This would include, but not be limited to: entering a closed area or an area posted as unsafe or encouraging guests to "slide" down hillsides or jump into roadside drifts. These activities will be noted in the

- concessioner's operational evaluations, which could result in a less than satisfactory annual overall evaluation.
- (5) All guides and drivers will ensure the clients' safety and minimize risk to visitors by limiting standing inside the coaches to only those instances when the snowcoach is stopped or moving at less than 10 mph and there is no perceived concern or risk to those who are out of their designated seat.
 - (6) All guides and vehicle operators will ensure the clients' safety and minimize risk to visitors by limiting standing on snowmobiles to only those instances when the snowmobile is stopped and there is no perceived concern or risk.
 - (7) Concessioners must not allow clients on day trips to carry alcoholic beverages. Clients on overnight trips may carry unopened alcoholic beverages in luggage where it must remain until clients reach their overnight destination.
 - (8) Concessioners must not allow clients to operate a snowmobile while under the influence of alcohol, drugs, or medication that may impair their judgment or reactions.
 - (9) As a minimum, each snowcoach or snowmobile group must carry a basic first-aid kit, matches, instant hot packs, and a blanket (more substantial than foil blanket). The first-aid kit must include the following or similar items (although the Service may approve deviations from the minimum):
 - (a) 2" or 4" Gauze roll (minimum of two)
 - (b) Triangular bandages (2)
 - (c) 4" x 4" gauze dressings (5)
 - (d) Band-Aids, assorted sizes and types
 - (e) Ace bandages (2)
 - (f) 8"x10" trauma pads (2)
 - (g) 2 rolls of 2" medical tape
 - (h) Topical disinfectant (Neosporin, Betadine, etc.)
 - (i) Trauma scissors
 - (j) Tweezers
 - (k) 5 large chemical heat packs
 - (l) Alcohol wipes
 - (m) Micro shield/pocket mask
 - (n) Rubber, nitrile, or latex gloves (3 pairs)
 - (o) "SAM" splint (or similar)
 - (10) At a minimum, the Concessioner must carry a 5 pound type ABC fire extinguisher in each snowcoach.
 - (11) All guides must have at least current Standard First-Aid certification and have completed a CPR course with a current certificate. A guide cannot lead a trip with expired First-Aid and/or CPR certification.
 - (12) Guides and drivers must be familiar with the hand signals used by snowmobile guides and their clients. Snowmobile guides must use hand signals when appropriate. Prior to commencing each trip, guides must explain signals and proper sled etiquette to the group for safety of the group. (Refer to Attachment B - *Nationally Approved Snowmobile Hand Signals*)
 - (13) The Concessioner must ensure that equipment complies with the requirements of the Contract and applicable regulations. The Service will perform inspections on an intermittent, unannounced basis.

M) Sanitation and Food Service

- (1) The Concessioner will provide clients with food and beverages, which have been prepared in facilities approved by the Area Office of Public Health and the Concessions Management Office.
- (2) All employees preparing or handling food, including the on-duty supervisor, must have current food-handlers certificates or permits, as required by law.
- (3) The Area Public Health Officer may conduct public health inspections of food and food handling and sanitation procedures on an intermittent, unannounced basis.
- (4) Sanitation and Food Service operations are to be in compliance with the applicable sections of National Park Service Director's Order #83: *Public Health*, IV. F Backcountry Operations (Attachment G); Reference Manual 83, *Backcountry Operations*, Reference F (Attachment H); and the relevant portions of the Food and Drug Administration's (FDA) most current Food Code.

- (5) The Concessioner must obtain all food brought into the Area from a food facility that is approved, inspected, and licensed by the appropriate state or local authority.
- (6) A thermometer must be used to monitor temperatures.
- (7) If hot meals are provided, it must be transported in a manner that protects the food from contamination, maintained or served at an internal temperature of greater than or equal to 135 degrees Fahrenheit.
- (8) The temperature of refrigerated food will be maintained at 45 degrees Fahrenheit or less.
- (9) All potentially hazardous foods (meat, poultry, dairy products, chopped vegetables, etc.) must be kept at safe temperatures (over 135 degrees or below 41 degrees Fahrenheit).
- (10) All raw meats and poultry must be packed separately from foods that will not be further cooked.
- (11) Ready-to-eat lunchmeats and cheeses should be packed in small quantities in moisture-proof bags and must be stored at temperatures of under 45 degrees F.
- (12) All food must be kept covered when not being cooked or served.
- (13) Remove from refrigeration only the amount of potentially hazardous food required for the meal. Discard all leftover potentially hazardous foods after each meal.
- (14) No home canned foods are allowed to be served and all meats must be procured from a source approved by the state of origin.
- (15) Plastic gloves or sanitized serving utensils must be used for preparing and serving food. No sheath or pocketknives may be used for slicing foods.
- (16) Persons with cuts, abrasions, open blisters, or other blemishes on their hands, must not prepare food, unless the hands are bandaged and covered with gloves. Persons with symptoms of illness must be kept from handling food.
- (17) All food contact surfaces must be fabricated for durability and ease of cleaning, i.e., smooth, nonabsorbent, resistant to chipping, and made of safe materials.
- (18) Tables must be constructed of easily cleanable surfaces. If tablecloths are used, they must be made of nonabsorbent materials such as plastic. Single-service cloths, such as paper tablecloths, must be discarded after each use.
- (19) Adequate hand washing facilities must be provided to ensure hands are washed before handling food, cooking, eating, and after using the toilet.
- (20) Dishes must be scraped, washed, rinsed, sanitized, and air-dried. A sanitizing solution for the final rinse may be prepared with chlorine by using two capfuls of household chlorine bleach (6% strength) per five gallons of water. Immerse dishes in sanitizing solution for one minute. If paper towels must be used to dry dishes, double sanitizing time is required. (Chlorine test strips should be used to test concentration).
- (21) Clients should be advised about the risks of drinking untreated water.
- (22) The Concessioner must transport fresh water to the camp in National Sanitation Foundation (NSF International) approved containers. Drinking water must be transported and held in smooth, cleanable, tightly-sealed, food-grade containers with a spigot or other sanitary means for dispensing (no dipping from the container). The Concessioner must provide individual, single-service cups for dispensing from these containers. Drinking water containers must be kept free from contamination and be disinfected between every use.
- (23) Disinfection Procedures: Drinking water containers must be disinfected by utilizing proper wash/rinse/sanitizing procedures in a licensed commercial food facility. Alternatively, if commercial food facilities are not available, proper disinfection of drinking water containers between uses will be provided by placing 2 tablespoons of 6% chlorine bleach in a 5 gallon container of water, mixing and allowing to stand for 30 minutes. The container will then be emptied, rinsed with potable water, and finally filled with water from the approved source, such as a municipal water source.
- (24) Food storage: Guides must be trained in proper food storage techniques and all guides and clients must follow park food storage regulations. Food Storage containers must meet bear-resistant requirements and be vermin-proof.
- (25) Human Illness Reporting. The Concessioner must promptly report information on all human communicable illnesses, whether employees or clients, to the Concessions Management Office. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. When in doubt, report the illness. A representative of the NPS Public Health Program may investigate the report.

- (26) If the Concessioner provides lunches, the groups may use only the following eating facilities in addition to the camp facilities near Canyon Village: warming huts at Madison, Mammoth, Indian Creek, West Thumb, Old Faithful, Fishing Bridge and Canyon. Guides must clean the areas used and remove the garbage from the Area. The lobbies of the Mammoth Hotel or the Snow Lodge or the Old Faithful Visitor Education Center are not permitted locations for Concessioner-provided lunches. The lobby of the Canyon Visitor Education Center will be open from 9:00 a.m. to 3:00 p.m. with tables and chairs available for lunch. Restrooms will be available 24 hours at Canyon.
- (27) Guides must accompany clients to eating areas and must not reserve tables in warming huts in advance of clients' arrival.
- (28) Food provided to guests as a separate charge or as part of a package rate, must be included in the Concessioner's gross receipts.

N) Overnight Accommodations

- (1) Overnight accommodations, which are to include temporary rustic facilities such as sleeping huts, toilet and shower facilities, and common areas, will be operated and maintained to the applicable performance standards of NPS-48, *Concessioner Review Program*, Operational Performance Standards.
- (2) The skiers camp is the approved assigned seasonal campsite for the Concessioner with a daily capacity of 21 persons, in a ratio of clients to guides determined by the Concessioner, but not to exceed 16 guests. No other campsites or bivouacs are assigned to the Concessioner.
- (3) The Concessioner must keep all camp impacts within the 0.8 acre clearing.
- (4) The Concessioner may not have more than eight (8) sleeping huts (temporary rustic accommodations) for guests and five (5) sleeping huts for guides, a dining room/gathering place, a camp kitchen, and bathroom/shower facilities. Any further facilities must have pre-approval from the Concessions Management Office.
- (5) Set up typically starts in early September and take down typically begins in May; weather dependent.
- (6) Accommodations must be well-organized with adequate space and furniture for guests to move about comfortably.
- (7) Furniture and Furnishings: Each unit must be adequately furnished and equipped to meet visitor needs. All furniture and accessories are to be clean, free of dust and stains, and in good condition. Clearance of wood, oil, or gas stoves to combustible materials, including partitions and walls with wood studs, must not be less than that recommended by the appliance manufacturer or Underwriters Laboratories, Inc. Fireproof pads must be placed under wood burning stoves.
- (8) Window Coverings: All window coverings must be cleanable, designed to provide for guests' privacy.
- (9) Floors, Walls, and Ceilings: Floors and floor coverings must be clean, untorn, and free of litter. Wood floors must be either painted or well-sealed. Area rugs must be treated to prevent slippage. Walls, ceilings, and windows must be clean.
- (10) Bedding: All bedding provided must be clean, untorn, free of stains, of proper size for the mattress, and adequate for the climatic conditions.
- (11) Bed Condition: Mattresses are to be clean, odorless, non-sagging, free of lumps and protruding tufts, and sized to fit the bed frame or springs. Springs are to be non-protruding, quiet, and unbroken. Frames are to be clean and in good condition. All cots must be durable, clean, odorless, and in good condition. Sagging is to be minimal and consistent with the normal expectations of a camping, or rustic, experience.
- (12) Housekeeping: All linen items and bedding, from sleeping, bathroom and showers, and kitchen operations will be cleaned between guest stays, or more often if needed. Fresh linens, towels, and bathroom supplies must be available on request.
- (13) Illumination: Sufficient lamps must be provided to properly illuminate the room and adequately provide for reading and writing.
- (14) Environment: All units are to be well-ventilated, odorless, and free of insects and rodents or evidence thereof. Doors and windows are to be sufficiently tight to preclude the entry of rodents and insects.
- (15) Security: The concessioner must provide means of providing security for visitors' valuables.

- (16) **Utilities and Appliances:** Heaters, lamps, stoves, refrigerators, and other appliances must be in good condition, operable, adequate, clean, reasonably quiet. Clear instructions concerning their use must be provided and conspicuously located. Handles for the wood stoves must be provided for the removable plates. Spark arresters and stove flues must be cleaned regularly and must be in good condition.

O) Operations

- (1) **Employee Performance:** The Concessioner must provide employees with an active training program for the development of the necessary skills and techniques to provide visitors with safe, enjoyable experiences. This training must stress work performance and also include service presentation, cleanliness, employee attitudes, and NPS philosophy and policy. Performance should be indicative of good training.
- (2) **Employee Attitude:** Each employee is to project a hospitable, friendly, helpful, positive attitude and be capable and willing to answer visitors' questions about both job and general park information.
- (3) **Employee Appearance:** The concessioner's employees, who come into direct contact with the public, so far as practicable, should wear a uniform or badge by which they may be identified as employees of the concessioner. The concessioner must require its employees to exercise courtesy and consideration in their relations with the public and present a neat, clean, and otherwise attractive appearance.
- (4) **Operating Hours:** All facilities and services must be operated, as far as practicable, in accordance with the concessioner's advertised itinerary.
- (5) **Staffing:** All facilities and services must be properly staffed so as to prevent undue delays. In determining what constitutes undue delay, consideration must be given to the kinds and types of service being rendered and situations beyond the control of the concessioner such as facility or equipment breakdowns or sudden and extreme weather changes and conditions, or NPS-directed restrictions or closures.
- (6) **Reservation and Deposit Refunds:** Reservation, cancellation and deposit refund policies must be reasonable, not overly restrictive, efficiently handled, and contained in appropriate advertising material rate schedule and/or operating agreement as approved by the Superintendent.

P) Resource Protection

- (1) If bison or other wildlife is on the road, the tour must stop at least 25 yards away (100 yards away from bears and wolves) and move the OSV as far as possible to the opposite side of the road. When encountering wildlife on the roads, the guide must ensure that the wildlife moves off leisurely and prevent any chasing or activity that may cause a stampede. The guide and group must avoid any activity that adds to that stress endured by wildlife during the winter. All tours must leave the area if their activities cause noticeable disturbance to animals. Any unusual wildlife sightings (bears, lynx, wolverine, etc.) should be reported to the NPS Concessions Management Office (307) 344-2271 and the information will be forwarded to the appropriate NPS staff.
- (2) **Wildlife interactions:** Feeding wildlife with the Area is prohibited. The Concessioner must not encourage nor inadvertently facilitate the feeding of wildlife within or outside its assigned area or during activities.
- (3) The Concessioner must comply with all Service rules and regulations dealing with resource protection and ensure that its employees and clients are aware of these rules and regulations.
- (4) The Concessioner must ensure that food storage and bear safety regulations are adhered to throughout the entire season. In particular, late winter season and early spring bear activity requires that the Concessioner must use proper bear proof food and garbage storage.

Q) Use of National Park Service Authorized Concessioner Mark (Mark)

- (1) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
- (2) **Authorized Users.** The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a

- satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (3) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on visitor transportation systems, vessels and aircraft.
 - (4) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment not specifically providing required or authorized visitor services.
 - (5) Artwork, Layout and Use. The Concessioner must use official artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.
 - (6) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.



**Authorized
Concessioner**

Example of Authorized Concessioner Mark – format type, size, layout, and color varies

5) SNOWCOACHES

A) Operations

- (1) All snowcoaches must meet BAT standards by 2016-2017. Any new coaches brought online in 2014-2015 or later must meet BAT standards.
- (2) Snowcoaches must be properly registered and carry a valid state registration document and proof of insurance.
- (3) Snowcoach drivers must possess a valid state motor vehicle operator's license. Drivers must possess a Commercial Driver's License if the vehicle is designed to carry 15 or more passengers (excluding the driver).
- (4) The maximum speed limit for snowcoaches is 25 mph (36 CFR §7.13).
- (5) All equipment must be well-maintained and in safe operating condition.
- (6) Snowcoaches must have a capacity of at least 8 passengers. For snowcoaches carrying more than ten guests, it is suggested that the ratio of guests to staff not exceed ten to one.
- (7) Snowcoaches must be equipped with mud flaps to deflect ice and snow.
- (8) Snowcoaches must be equipped with headlights and tail lights that will be on when the vehicle is in operation.
- (9) Snowcoaches must be equipped with factory mufflers, or the equivalent, that are properly functioning and operating at all times.
- (10) Snowcoaches must be equipped with cell phones, two-way radios, or satellite phones. The use of Service radio frequencies, except in emergencies, is not allowed. The reliability of cell phones and satellite phones may be intermittent due to insufficient coverage.
- (11) Snowcoaches and transport vehicles must be clearly marked with a company logo or business name.
- (12) Snowcoaches that are painted white or other light colors must have reflective tape on the vehicle exterior to ensure visibility.

- (13) Snowcoaches must be equipped with a flashing amber light or strobe light on the rear or top of the vehicle to increase visibility. Drivers/guides will ensure that the light is kept free of snow. This may require stopping to check the light periodically.
- (14) Three (3) bidirectional emergency reflective triangles must be carried to be set out in case the vehicle is disabled.
- (15) Snowcoaches may haul up to ten (10) gallons of fuel externally, outside stock fuel tanks. The Concessioner must carry sufficient material to clean up any fuel spills.
- (16) Disabled snowcoaches must be removed from the Area as quickly as possible.
- (17) Snowcoaches are prohibited from being driven without rubber tracks on the Mattracks, other than an emergency drive into a pullout or safe location.
- (18) Idling an OSV is limited to three (3) minutes at any one time (36 CFR §7.13); however, allowances may be made for warming up or cooling down engines as recommended by the manufacturer.
- (19) The Concessioner must ensure that each client is safely equipped and properly clothed prior to the trip. On extremely cold days, clients must be encouraged to carry special clothing such as balaclavas and face-masks to protect against frostbite and hypothermia.
- (20) The Concessioner is authorized to drop off snowcoach passengers without a guide so they may cross-country ski, snowshoe, and/or photograph. Appropriate arrangements must be made in the event passengers need to be picked up later in the day.
- (21) All snowcoaches that stop on designated routes must pull over to the far right (single file) next to the snow berm, or use pullouts where available and accessible. Stopping snowcoaches in hazardous locations or where the view of the snowcoach might be obscured, such as on a curve, or operating so slowly as to interfere with the normal flow of traffic is prohibited.
- (22) Drivers/guides must monitor snowmobiles approaching from the rear. Whenever possible, snowcoaches must pull over to allow snowmobiles to pass.
- (23) Operation of a snowcoach in willful or wanton disregard for the safety of persons, property, or park resources is considered reckless operation and is prohibited.
- (24) Drivers/guides are responsible for the behavior of the clients in its party. Serious or repeated violations by clients may result in the Service disallowing individual guides from leading tour groups.
- (25) If a snowcoach was originally equipped with manufacturer's seatbelts, all occupants (including small children) must be belted in.

B) Towing and Repair

- (1) The Concessioner must make appropriate arrangements to retrieve disabled snowcoaches from the Area. Vehicles towing coaches must be adequate for the weight/load ratio in accordance with DOT standards. No person may ride in a coach under tow, except for a driver.
- (2) Vehicles towing trailers must be adequate for the weight/load ratio in accordance with the manufacturer's recommendations, and be equipped with a trailer hitch towing package to meet the weight requirements of the trailer. The Concessioner must also use safety chains appropriately attached when needed.
- (3) The Concessioner may make minor repairs to OSVs in the Area. Examples of minor repairs allowed in the field are replacing belts, spark plugs, or lamps.

C) Parking and Staging – South Entrance

(Refer to Attachment C - Flagg Ranch Snowmobile and Snowcoach Parking Map)

- (1) Day-use snowcoaches must park in the designated Oversnow Vehicle Parking Area in the north half of the south parking lot across from the Headwaters Lodge at Flagg Ranch registration building.
- (2) Snowcoaches are permitted to park overnight only in the Oversnow Vehicle Parking Area.
- (3) Day-use trailer, van, and bus parking is permitted only in the north parking lot.
- (4) Overnight van and bus parking, for overnight operators only, are permitted in the south lot.
- (5) Snowcoach operators must contact the Headwaters Lodge at Flagg Ranch to utilize electrical hook-ups that are located at the Headwaters Lodge at Flagg Ranch Employee RV area.
- (6) Trailers, vehicles, and snowcoaches must not be parked or staged within the Headwaters Lodge at Flagg Ranch-area, except under the above provisions.

- (7) The Concessioner must not transport fuel, other than the ten (10) gallons of fuel snowcoaches are allowed to haul externally outside their stock fuel tanks. The Concessioner may purchase fuel from the concessioner or by credit card pump at Headwaters Lodge at Flagg Ranch or Yellowstone Park Service Stations' Old Faithful, Fishing Bridge, Canyon, and Grant 24-hour credit card pumps. Fuel is available to be purchased by credit card at the Mammoth Warming Hut from 8:00 a.m. to 5:00 p.m., December 20, 2014 to March 1, 2015.
- (8) The Concessioner may undertake minor repair and maintenance only at Flagg Ranch Parking Area while within the John D. Rockefeller, Jr., Memorial Parkway. Examples of minor repairs allowed in the field are replacing belts, spark plugs, or lamps. Major repairs must take place outside the parks.

6) SNOWMOBILES

A) Operations

- (1) Snowmobiles must meet BAT standards. All snowmobiles must meet new BAT standards by 2015-2016.
- (2) A qualified guide must accompany every guided snowmobile tour.
- (3) Guides are responsible for the behavior of the clients in their party. If a guide is unable to control a client, the guide must contact an Area ranger as soon as possible. If a guide sees a Park Ranger and wants the Ranger to stop, the guide must "tap his helmet with his hand" as a signal for the Ranger.
- (4) The maximum speed limit for snowmobiles is 35 mph (36 CFR §7.1.13).
- (5) Snowmobile operators must possess a valid state motor vehicle operator's license (no learner permits are allowed) and carry the license on the operator's person at all times.
- (6) Operation of a snowmobile in willful or wanton disregard for the safety of persons, property, or park resources is considered reckless operation and is prohibited.
- (7) Properly operating a snowmobile requires skill and judgment on the part of the driver. The Concessioner must provide an orientation to all clients that include familiarization with the snowmobile controls, proper dress, and safe operating instructions. The Concessioner must provide all snowmobile clients basic instruction on all aspects of the safe operation of snowmobiles prior to beginning the trip with emphasis placed on traffic regulations and the similarity of a snowmobile to an automobile. The Concessioner must provide clients the opportunity to operate a snowmobile or examine one in enough detail to ensure their ability to physically operate the controls.
- (8) All snowmobiles must be properly registered in the U.S. State or Canadian Province of principal use and must display a valid registration.
- (9) The Concessioner, its employees, any Subconcessioner(s), and clients must comply with all applicable state laws, Title 36 Code of Federal Regulations, and the laws of the United States (e.g., registration requirements, accident reporting, traffic control devices, driver's licenses, right-of-way, speed limits, unsafe operation, operating under the influence, open container, etc.).
- (10) The Concessioner must ensure that all snowmobiles are in good working order including throttle, brake, brake light, hand warmers, high and low beam headlights, tail light, kill switch, windshield, suspension, speedometer, and adequate bumpers.
- (11) The Concessioner must not alter any snowmobile, or use snowmobiles that have been altered in any way that decreases their safe operation or the effectiveness of noise control or pollution control equipment.
- (12) The Concessioner must equip all snowmobiles with mud/snow flaps to deflect ice and snow.
- (13) If snowmobiles do not have a rearview mirror or side mirror mounted appropriately on the machine, guides and clients must use an effective hand-held or wrist mirror. All mirrors must ensure that riders can clearly view traffic approaching from behind while operating machines. Headlights and taillights must be on when snowmobiles are in operation.
- (14) Three (3) bidirectional emergency reflective triangles must be carried to be set out in case the vehicle is disabled.
- (15) Snowmobile groups should be equipped with a cell phone, two-way radio, or satellite phone. The use of Service radio frequencies, except in emergencies, is not allowed. The reliability of cell phones and satellite phones may be intermittent due to insufficient coverage.
- (16) The Concessioner must ensure that each client is safely equipped and properly clothed prior to the trip. On extremely cold days, the Concessioner must encourage clients to wear special

- clothing such as balaclavas and face-masks to protect against frostbite and hypothermia. Clients and guides must wear snowmobile helmets that are properly fitted and meet Department of Transportation standards. Children may wear ski or bicycle helmets if they fit better and meet SNELL standards. Concessioners must ensure children have adequate protection from frostbite.
- (17) Each guided snowmobile tour must travel together with a maximum of one third (1/3) mile between the first snowmobile in the group and the last snowmobile in the group (36 CFR §7.13). The guide must maintain a safe distance between other groups. There should be enough space between groups to safely pass one another. All guides must use bicycle safety flags or windshield signs to assist in monitoring group size and identification of commercial operations. The Concessioner may mount the flag on the rear of the snowmobile.
 - (18) The Concessioner must clearly mark all snowmobiles and transport vehicles with a company logo or sign.
 - (19) Snowmobiles must travel only on designated routes. All other use, including off-road travel, side-hilling, berm-riding, or backcountry use is strictly prohibited and may lead to citations, unsatisfactory rating, and the termination of this Draft Contract whether the violation was done by a guide or client. All snowmobiles that stop on designated routes must pull over to the far right (single file) next to the snow berm, using pullouts where available and accessible. Stopping snowmobiles in hazardous locations or where the view of the snowmobiles might be obscured (such as on a curve) or operating so slowly as to interfere with the normal flow of traffic is prohibited.
 - (20) To maintain air quality and protect soundscapes, it is recommended that guides ensure that no snowmobiles idle more than one (1) minute when stopped at turnouts, warming huts, staging areas, gas stations, or other destinations. Idling an OSV is limited to three (3) minutes at any one time (36 CFR §7.13).

B) Carrying a Passenger

- (1) Because of safety concerns, generally, the guide must not carry a passenger on his/her snowmobile. With large family groups, however, the guide may allow a passenger who does not possess a driver's license or a person who is not capable or confident in operating a snowmobile to ride behind him/her as long as the guide's snowmobile is designed for double riding. This should be the exception, not common practice. A guide-in-training will not be allowed to carry a passenger.
- (2) Double riding is only permitted in accordance with the manufacturer's specifications for the particular machine operated. Triple riding is allowed only on machines developed and designed specifically for three riders, and approved by the Service.

C) Towing

- (1) Towing skiers or persons on sleds or on other sliding devices is prohibited.
- (2) Only a guide may pull any equipment, including trailers and snowmobiles. A guide-in-training is not allowed to pull or tow any equipment, trailers, or snowmobiles.
- (3) When transported by trailer, the Concessioner must secure snowmobiles to the trailer with a 3/8-inch minimum metal cable or 3/8-inch steel metal bar or ratchet system.
- (4) Equipment sleds towed by a snowmobile must be pulled behind the snowmobile and fastened with a rigid hitching mechanism.
- (5) The Concessioner may retrieve disabled snowmobiles with a non-BAT snowmobile. The Concessioner must then immediately remove both snowmobiles from the Area.
- (6) The Concessioner always must load tow-trailers towed behind a snowmobile with the lowest possible center of gravity and use a rigid tow bar. All tow-trailers must have reflecting material on each side and the rear. The Concessioner must not tow a tow-trailer with a rope at any time.
- (7) The Concessioner must tow its disabled snowmobiles from the Area as soon as possible. Before towing a disabled snowmobile by another snowmobile, the Concessioner must first remove the drive belt of the towed snowmobile. The Concessioner should use a rigid tow bar, but may use appropriate webbing or rope. If using a rope, the Concessioner must tie the front left of the disabled snowmobile to the rear right of the towing snowmobile and secure the towed snowmobile immediately behind the towing snowmobile with no slack in the tow strap. No person may ride on a snowmobile under tow.

- (8) Vehicles towing trailers must be adequate for the weight/load ratio in accordance with manufacturer's recommendations, and be equipped with a trailer hitch towing package to meet the weight requirements of the snowmobile trailer. The Concessioner also must use safety chains appropriately attached at all times.

D) Parking and Staging – South Entrance

(Refer to Attachment C - Flagg Ranch Snowmobile and Snowcoach Parking Map)

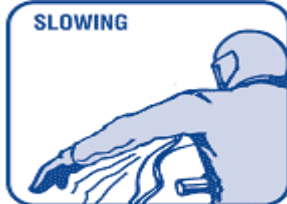
- (1) All snowmobiles must park in the designated Oversnow Vehicle Parking Area in the north half of the north parking lot north of the Headwaters Lodge at Flagg Ranch registration building.
- (2) The Concessioner may leave up to 18 snowmobiles overnight in the Oversnow Vehicle Parking Area. The Service may move any snowmobile to facilitate plowing.
- (3) The Concessioner must use the north parking lot for day-use snowmobile trailer, van, and bus parking. To facilitate egress and avoid obstructing traffic, the Concessioner must park trailers parallel to one another.
- (4) Overnight snowmobile trailer parking must occur only in the south parking lot across from the Headwaters Lodge at Flagg Ranch registration building. If the south parking lot is full, snowmobile trailers must be parked on Highway 89 along the west side of the roadway north of the entrance to Headwaters Lodge at Flagg Ranch.
- (5) The Concessioner must move all snowmobile trailers from either location whenever an accumulation of 18 to 20 inches of snow has occurred in the area to facilitate snow removal operations.
- (6) The Concessioner must not park or stage commercial trailers, vehicles, and snowmobiles within the Headwaters Lodge at Flagg Ranch area except under the provisions above.
- (7) The Concessioner must not transport fuel, other than the ten (10) gallons snowcoaches are allowed to carry externally outside their stock fuel tanks. The Concessioner may purchase fuel from the concessioner or by credit card pump at Headwaters Lodge at Flagg Ranch or Yellowstone Park Service Stations' Old Faithful, Fishing Bridge, Canyon, and Grant 24-hour credit card pumps. Fuel is available to be purchased by credit card at the Mammoth Warming Hut from 8:00 a.m. to 5:00 p.m., December 19, 2014 to March 1, 2015.
- (8) The Concessioner must undertake routine servicing and minor snowmobile maintenance only at the Headwaters Lodge at Flagg Ranch gas station while within the John D. Rockefeller, Jr., Memorial Parkway. Major repairs must take place outside the parks.

7) SUBCONCESSIONERS

All requirements applicable to the Concessioners are also applicable to any Subconcessioner(s) under the Contract, including general provisions, administrative requirements, and requirements related to the operation of snowcoaches and snowmobiles.

Attachment B - Nationally Approved Snowmobile Hand Signals**Stop**

Arm raised from the shoulder and extended straight up over the head with palm of hand flat. Left arm may also be used to signal "STOP"

**Slowing**

Left arm extended out and down from the side of the body with a downward flapping motion of hand to signal warning or caution.

**Right Turn**

Left arm raised at shoulder height, elbow bent and forearm vertical with the palm of the hand flat

**Left Turn**

Left arm extended straight out from shoulder and pointing in the direction of the turn

**Last Sled in Line**

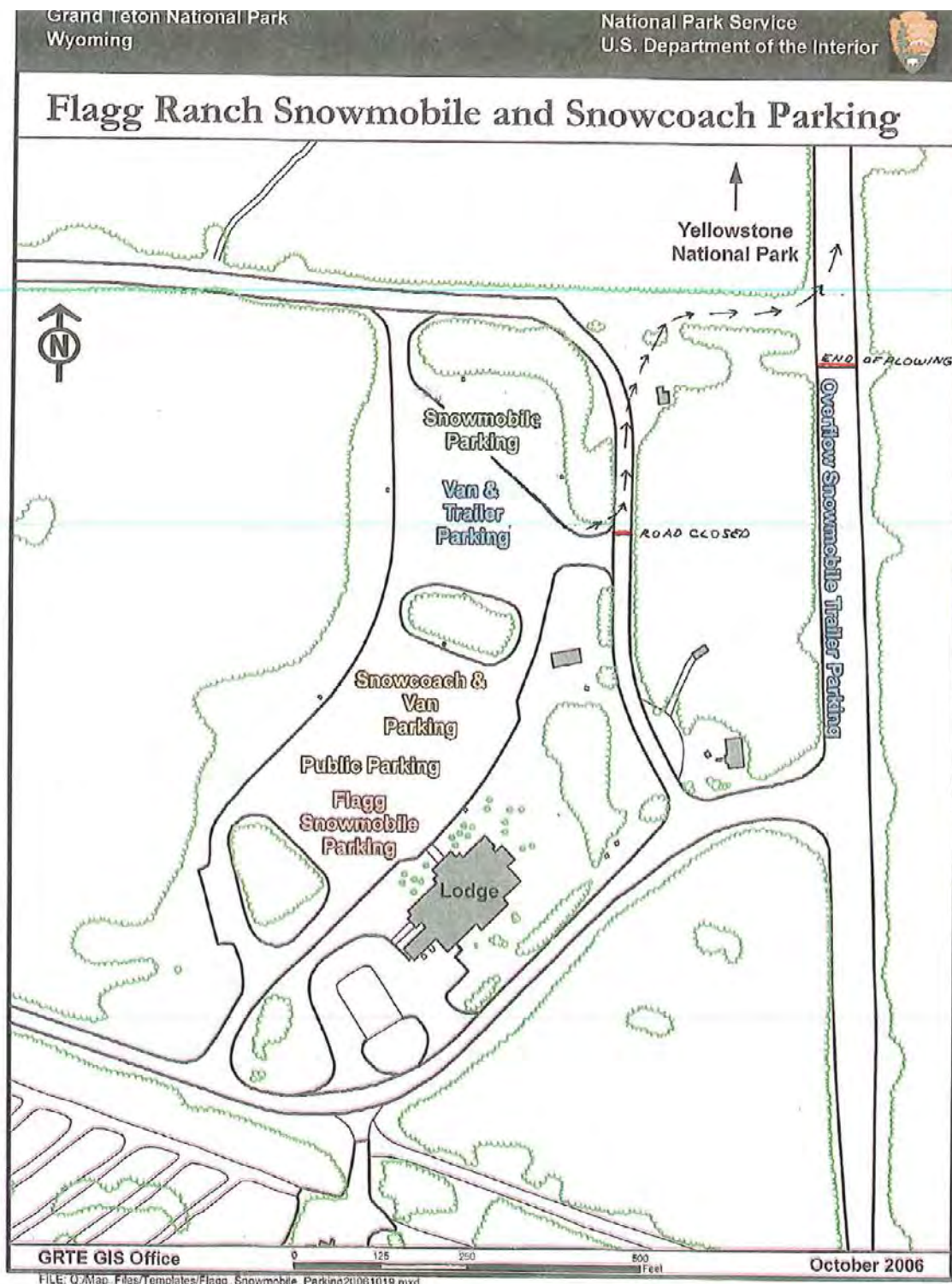
Raise forearm from handle bar and show clenched fist at shoulder height.

**Sleds Following**

Arm raised, elbow bent with thumb pointing backward, in a hitch hiking motion move arm forward to backward over your shoulder.

**Oncoming Sleds**

Left arm raised at shoulder height, elbow bent and forearm vertical, wrist bent, move arm from left to right over head, pointing to the right side of trails

Attachment C - Flagg Ranch Snowmobile and Snowcoach Parking Map

Attachment D - Early Entry or Late Exit Form**Early Entry or Late Exit Request Form**

Hours of operation are between 7:00 am and 9:00 pm from the North, West and South Entrances and between 8:00 am and 9:00 pm from the East Entrance. There may be exceptions where early entry or late exit is required. The concessioner must have approval in advance of any deviation from these hours. All special requests must be submitted for approval **24 HOURS** before the trip commences. You must have a signed approval for the request to be honored. Fax to: (307) 344-2279 or email: yell_concessions@nps.gov

Concessioner: _____ Contract #: _____

Early Entry _____ Late Exit _____

Date Requested: _____ Time of Entry / Exit Requested: _____

Entrance(s) Effected: _____

Purpose of Request: _____

Location Going to: _____

Number of: Sleds _____ Snowcoaches _____

Requested by: _____

Date Submitted: _____

Approved _____ Disapproved _____

_____ Date: _____

George Helfrich

Chief, Concessions Management Division

cc:

District Ranger

District Maintenance

Affected Entrance(s)

Concessioner please fill out:

Please return signed form to:

Name: _____

Email: _____

Fax: _____

Attachment E - Guide List Information

Guide List Information Winter Season

*This form needs to be received in our office 10 days prior to first trip

NAME OF GUIDE	COMPANY	ACTIVITY EX: SM / SC / Mech

I certify that the above employees have valid CPR and First Aid certifications. Guides must carry guide cards and should have First Aid & CPR verifications while leading trips in Yellowstone National Park.

Signature: _____ Print Name: _____

Position: _____

Company: _____

Contract #: _____

Date Guide Cards Requested: _____

Attachment F – Sample Visitor Acknowledgement of Risk Form

VISITOR ACKNOWLEDGEMENT OF RISK

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "____") I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[Description of risks]

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent of Guardian, if participant is under 18 years of age

Signature

Date